


Ramirez Amended Complaint EXHIBIT “3”

From: Allie Ah Loy allie@sweetlawfirm.com 
Subject: RE: Ramirez v. KCJFA, Jones, Gray, Otto & Turnkey: 21-971-JD - Turn Key Contract
Date: February 3, 2022 at 2:10 PM
To: Tim Gilpin timgilpin@gilpinlaw.net
Cc: jl原因@czwlaw.com, Dimitrios Panagopoulos dimitrios@dpoklaw.com, Garrett Molinsky garrett.molinsky@sweetlawfirm.com

Tim,

Here are the copies of the contract and amendments through the dates of care that Turn Key has within its possession.

As we discussed, these are a matter of public record, and I am not in any way conceding or agreeing that Turn Key is subject to the Open Records Act—which they are not—nor am I agreeing to open discovery, by providing these to you.

Thanks,

Allie

Alexandra G. Ah Loy

Partner | Sweet Law Firm
24 West Park Place, Oklahoma City, Oklahoma 73103
Office (405) 601-9400 | Mobile (405) 919-8190

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From: Tim Gilpin <timgilpin@gilpinlaw.net>
Sent: Thursday, February 3, 2022 1:43 PM
To: Allie Ah Loy <allie@sweetlawfirm.com>
Cc: jl原因@czwlaw.com; Dimitrios Panagopoulos <dimitrios@dpoklaw.com>; Garrett Molinsky <garrett.molinsky@sweetlawfirm.com>
Subject: Ramirez v. KCJFA, Jones, Gray, Otto & Turnkey: 21-971-JD - Turn Key Contract

Ms. Ah Loy: I hope you are surviving the cold weather. In our counsel conference yesterday we discussed, in part, that a copy of the contract between Turn Key and KCJFA was provided me via an Open Records Request. However, that copy is not the best quality. You offered to provide me a better copy.

Please do provide me a good copy of the contract between Turn Key and KCJFA relevant to the period of Mr. Ramirez's incarceration. Thank you, Tim Gilpin



1874 S. Boulder • Tulsa, OK 74119
Phone: 918.583.8900
Fax: 918.796.5789

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KAY COUNTY, OKLAHOMA
CONTRACT FOR
MEDICAL SERVICES
AT THE
KAY COUNTY DETENTION CENTER

For
KAY COUNTY JUSTICE FACILITIES AUTHORITY
DON JONES, DIRECTOR
580-362-3393
1101 WEST DRY ROAD
NEWKIRK, OK 74647

This Contract is entered into between Kay County Justice Facilities Authority ("Agency") and ESW Correctional Healthcare ("Contractor"). The purpose of this Contract is to contract for the Medical Staffing and Administration of the Kay County Detention Center under the terms and conditions detailed in the Contract.

I. DUTIES AND RESPONSIBILITIES OF THE CONTRACTOR

SCOPE OF CONTRACT

Contractor shall be the sole supplier and/or coordinator of the health care delivery system at the Facility. Contractor shall be responsible for all medical care for all Kay County inmates (except Work Release inmates who shall, when in the Facility, receive only emergency care from the provider) at the Facility up to the limits described in this contract. This responsibility of the Contractor for the medical care of an inmate commences with the commitment of the inmate to the custody of the Facility and ends with the release of the inmate.

INSURANCE

The Contractor will carry professional liability insurance in minimum amounts of One Million Dollars (\$1,000,000.00) per occurrence and Three Million Dollars (\$3,000,000.00) in the aggregate annually.

COMPLIANCE WITH APPLICABLE LAW

The Contractor will comply with the standards set forth by the Oklahoma Department of Health for the duration of the term of this Agreement with the County.

CONTRACTOR COOPERATION

All Contractor personnel, including the personnel of its subcontractor and agents, will be subject to security background checks and clearances by the Agency. In each instance, the individual and the Contractor will provide such cooperation as may be reasonably required to complete the security check. The County agrees to perform such security checks in a timely manner and not unduly delay such checks.

CONTAMINATED WASTE

The Contractor shall be responsible for the disposal of all general waste, including infectious or hazardous waste. The material must be removed from the facility and disposed of as regulated by federal, state and local laws.

PHARMACEUTICAL

The Contractor shall provide a complete pharmaceutical system for inmates housed at the Facility. The Contractor will be responsible to pay the costs of all pharmaceutical as required by current applicable law up to the annual aggregate limits set forth by this agreement.

The Contractor shall provide for pharmaceutical services to assure the availability of prescribed medications within (24) hours of the order of issue being written except where such medications are not readily available in the local community. Pharmaceutical services shall be consistent with State and Federal regulations, and must be monitored by a licensed qualified pharmacist.

The Contractor shall provide for the purchasing, dispensing, administering and storage of all pharmaceuticals by qualified personnel and for the proper storage of psychotropic medications as prescribed to inmates.

The Contractor shall provide for the recording of the administration of medications in a manner and on a form pre-approved that includes documentation of the fact that inmates are receiving and ingesting their prescribed medications. Documentation will also be required when an inmate's ordered medication was not administered and the reason given.

MEDICAL CO-PAY SYSTEM

The Contractor will obtain inmate co-payment authorization slip from each inmate medical encounter as directed by the Agency. Inmate charges will be established by the Agency in accordance with Oklahoma State Statute. Fees for services will be collected directly from the Agency and will be utilized by the Agency. The contractor will not collect any of the fees from the inmates.

MAXIMUM LIABILITY

Contractor's Maximum annual liability for offsite and pharmaceuticals will be thirty thousand dollars (\$30,000.00) for the combination of off site medical bills and pharmaceuticals. Total annual liability for HIV related medications shall be one thousand two hundred dollars (\$1,200). These aggregate limits shall be pro-rated accordingly on a daily rate basis for services provided during a partial year of services.

IMMUNITY FROM LIABILITY

The Contractor agrees to indemnify and to hold the Agency and its agents harmless for, from, and against any and all claims, suits, expenses, damages, or other liabilities, including reasonable attorney fees and court costs arising out of damage or injury or property caused or sustained by any person or persons as a result of the performance or failure of the Medical Services provider to provide services pursuant to the terms of the contract. Save and except the final decision whether to pay or deny any off-site medical or pharmaceutical service will reside with the County, and accordingly, Contractor will not be required to indemnify County for claims relating to that decision.

FILING WITH INSURANCE

Contractor will be responsible to ensure that, whenever possible, insurance claims are filed for inmate medical expenses.

NEGOTIATION OF DISCOUNTS

Contractor shall use its best efforts to negotiate discounts for all off-site medical and pharmaceuticals. In the event the maximum liability of the Contractor is met during the contract period, Agency will be allowed to use the contractual discounts negotiated by Contractor.

PERSONNEL RECORD KEEPING

The Contractor shall, upon request, provide to the County proof of licenses and/or certificates for all professional staff. In addition, malpractice insurance must be available for all physicians and Nurse Practitioners/Physician Assistants, and other employees, if applicable.

SCHEDULES

Copies of staffing schedules encompassing all health care staff are to be submitted to the Detention Director upon written request to Flint Junod.

STATISTICS

Monthly and daily statistics will be maintained and submitted to the Detention Director when requested on a monthly basis.

GRIEVANCES

Grievances shall be monitored to detect areas of concern. Inmate grievances shall be documented on a log and a response shall be prepared.

EMERGENCY ASSISTANCE

The Contractor shall, in times of emergency or threat thereof, whether accidental, natural or man-made, provide medical assistance to the County Sheriff's Department to the extent or degree required by the Kay County Sheriff's Department policies and procedures.

MEDICAL AND NURSING SERVICES PROVIDED

1. Medical unit coverage 12 hours a day, seven days a week, including at a **minimum**:
 - a. **84 hours a week LPN/CMA coverage, including all holidays. This will require approximately 2.1 LPN/CMA FTEs;**
 - b. **A Physician or Nurse Practitioner who will provide an on-site clinic on a regular, as-needed basis;**
 - c. **A Physician or Nurse Practitioner who will provide 24 hours a day, seven days a week on-call coverage for consultation on an as needed basis, which could include off-site or on-site consultations;**
 - d. **A Mental Health Professional who will provide 5 hours a week on site coverage and consultation on an as needed basis, which could include off-site or on-site consultations.**
2. Intake screening, including medical history forms on all inmates at the time of admission, as requested by jail personnel;

3. Medications as prescribed;
4. Sick call triage and follow-up on a daily basis to include weekends and holidays;
5. Appropriate and timely response to medical needs and emergencies; and
6. Personnel files (or copies thereof) of contract employees assigned to the Facility are to be maintained at ESW's corporate office and shall be available to the Detention Director upon written request.

DENTAL CARE

The Contractor shall provide emergency dental care for each inmate under the direct supervision of a licensed dentist. Dental care will be considered off-site medical.

TESTIFYING IN COURT

Contractor personnel shall be aware that they might, from time to time, be subpoenaed to testify in court regarding medical treatment. Overtime, if any, associated with this obligation is the responsibility of the Contractor. Contractor will keep the agency informed of any and all requests.

POLICIES AND PROCEDURES / PROTOCOLS

A written manual of standardized policies and defined procedures will be available at all times for contractor personnel. Nursing protocols shall be devised and approved by a physician licensed in the state of Oklahoma. Policies and procedures and nursing protocols will be reviewed at least annually and revised as necessary.

LABORATORY AND X-RAY SERVICES

The Contractor shall provide for necessary laboratory and x-ray services. The cost of these services will be considered off-site medical care, regardless of where the services are performed.

TRANSPORTATION

The Contractor will arrange for inmate transportation for emergency ambulance care. The cost of these services will be considered off-site medical care and will be included as part of the aggregate offsite and pharmaceutical cap. The County will be responsible to provide all other transportation relating to the provision of health services.

NON-INMATE HEALTH SERVICES

Non-inmate health services shall be provided in the form of emergency care for staff and visitors for the purpose of stabilizing the condition and arranging for transport. Emergency services include first aid, assessment, stabilization and the coordination of transport of employees or visitors who become ill or injured in the Facility.

The Contractor shall administer the Hepatitis B vaccination program for all Detention Facility staff as requested. However, the agency will bear the cost of the vaccine.

The Contractor shall provide annual Tuberculosis Skin Testing (TST) for all Detention Facility staff.

MEDICAL RECORDS REQUIREMENTS

1. A medical record consistent with state regulations and community standards of practice shall be maintained for each inmate held beyond the first appearance in court. These records shall be kept separate from the jail confinement records of the inmate.
2. Individual health care records will be initiated and maintained for every inmate regarding medical, dental, or mental health services received as a result of the inmate screening process and for services rendered following the inmate's assignments to a housing area.
3. In any case where medical care is at issue, or in any criminal or civil litigation where the physical or mental condition of an inmate is at issue, the Contractor shall make accessible to the Detention Director, or designee, such records and, upon receipt, provide copies. The Contractor additionally acknowledges compliance with and understanding of all applicable HIPAA requirements as they apply to correctional facilities.
4. The Contractor acknowledges and agrees that all records prepared or acquired by the Contractor during performance of services under the contract are the property of the Sheriff's Department. The Contractor shall be considered the records custodian during the duration of the contract.
5. If an inmate medical record cannot be located within twenty-four (24) hours of a discovered loss, the Detention Director shall be immediately notified.
6. Inactive medical records will be maintained in accordance with the laws of the State of Oklahoma and the American Medical Association.
7. Any and all legal actions or requests affecting inmates and/or the medical contract provider must be provided, in writing, to the Detention Director within twenty-four hours.

INMATES FROM OTHER JURISDICTIONS

The Contractor will provide onsite services for inmates incarcerated at the Kay County Detention Center for the Oklahoma Department of Corrections. County municipalities and other custodial jurisdictions. However, offsite and pharmaceutical costs associated with inmates from other jurisdictions shall not be the responsibility of the contractor. The Contractor shall promptly notify the Detention Director for any needed pharmaceutical or offsite care for such inmates and shall provide documentation of required treatment to the custodial jurisdiction as requested. The Contractor shall submit all related bills to the De-

tention Director to ensure reimbursement to the County of all outside medical expenses and cost of pharmaceuticals that may have incurred on behalf of such inmates.

II. DUTIES OF AGENCY

REIMBURSEMENT FOR SERVICES

The reimbursement for this initial contract from Agency to Contractor is to be made on a monthly basis in the amount of Twenty-Two Thousand Dollars and zero cents (\$22,000.00), pro-rated for any partial months and subject to any reconciliation as applicable. The first payment for the partial month of February is to be paid to the Contractor on the 12th day of February, 2015 for services administered for the partial month of February. This payment shall be pro-rated in the amount of Thirteen Thousand Three Hundred Fifty-Seven Dollars and fourteen cents (\$13,357.14). All subsequent payments shall be paid in the full amount by the Agency to the Contractor before or on the 1st day of the month of the month of service.

This Agreement shall cover services provided by the Contractor for the Agency with a facility average daily population (ADP) up to three hundred (300) inmates. The ADP will be calculated as the monthly total for all inmates in the jail at 8:00am each day divided by the number of days in that month. Should the ADP exceed 300 inmates for three consecutive months, the Contractor and Agency agree to renegotiate the terms of reimbursement for the contract.

USE OF FACILITY AND EXISTING EQUIPMENT

Agency agrees that Contractor will be provided appropriate space in the Detention Center to perform all required duties and that the Contractor will be allowed use of the current equipment and supplies currently at the Detention Center as necessary.

In the event additional equipment needs to be purchased, it will be the Agency's responsibility to purchase the required equipment and it will be owned by the Agency.

III. GENERAL TERMS AND CONDITIONS

ALTERATIONS TO CONTRACT

Any alterations, variations, modifications, or waivers of the provisions of the contract will be valid only if they are reduced to writing, duly signed by the parties and attached to the original contract.

FORCE MAJEURE

Neither party shall be liable in damages or have the right to terminate this Agreement for any delay or default in performing hereunder if such delay or default is caused by condi-

tions beyond its control including, but not limited to Acts of God, Government restrictions (including the denial or cancellation of any export or other necessary license), wars, insurrections and/or any other cause beyond the reasonable control of the party whose performance is affected.

CONTRACTOR PERSONNEL

The County shall have the right to reject the employment by the Contractor of any person or firm, and to require the removal of any person or firm employed or engaged by the Contractor, when it deems such action to be in its best interest and in the best interest of attaining successful implementation of its correctional medical staffing and administration services program. It is further noted that the right of entrance by any person to the Detention Center is under the sole jurisdiction of the Detention Director.

TERMINATION OF CONTRACT

A. Mutual Termination of Contract

1. If either party fails to fulfill its obligations under the Contract in a timely proper manner, or if either party violates any material covenant, agreement, or stipulation of the Contract, the party shall thereupon have the right to terminate the Contract by giving written notice to the other party of termination which will occur no less than 60 calendar days after the date of notice. The notice shall specify the effective date of the termination, and the reasons therefore, unless the party to whom notice is given cures the breach to the satisfaction of the party giving notice prior to the effective date of termination.
2. Notwithstanding the above, the Contractor shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the Contract by the Contractor and the County may withhold any payments to the Contractor, in an amount reasonably calculated to equal the estimated damages, for the purpose of setoff until such time as the exact amount of damages to the County from the Contractor is determined.

B. Termination for Convenience of the County

The County may terminate the Contract at any time by giving written notice to the Contractor of termination which will occur no less than 120 calendar days after the date of notice and specify the effective date thereof. If the Contractor is terminated by the County without cause as provided in this paragraph, the Contractor will be paid in an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the Contractor covered by the Contract, less payments of compensation previously made.

C. Payment due to Termination

In case the services of the Contractor are determined to be unsatisfactory, or because of the Contractor's failure to prosecute the work with diligence or within the time specified, the County will pay the Contractor for work accomplished to

**KAY COUNTY JUSTICE FACILITIES AUTHORITY
CONTRACT FOR MEDICAL STAFFING AND ADMINISTRATION
THIRD AMENDMENT**

This Amendment shall serve as a revision to the Contract for Medical Staffing and Administration (the "Main Agreement") between the **Kay County Justice Facilities Authority** ("Authority") and **Turn Key Health Clinics, LLC**. ("Contractor") which initiated on February 12, 2015 at the Kay County Detention Center.

In consideration to the mutual covenants contained herein, the receipt and sufficiency of which are hereby acknowledged, it is agreed upon as follows:

1. The terms and conditions of this Amendment, as set forth below, shall be effective as of July 1, 2016.
2. Pursuant to Section 2.1 of the Main Agreement, the parties hereby acknowledged the Contract shall be revised to require:
 - The reimbursement from Authority to Contractor is to be made on a monthly basis in the amount of Twenty-One Thousand Six Hundred Seventy-Five Dollars and zero cents (\$21,675.00), a 2.0% increase for the new contract year. The reimbursement shall be pro-rated for any partial months and subject to any reconciliation as applicable.
3. In all other respects, the terms and conditions of the Main Agreement and prior Amendments shall continue unchanged and remain in full force and effect.

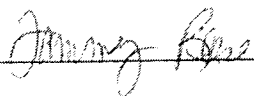
Turn Key Health Clinics, LLC

Kay County Justice Facilities Authority

By:  5/16/16
Flint Juhod, Chief Operating Officer

By: 

ATTEST:

 6-16-16

